

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation  
Limited Liability Company**

PLAINTIFF'S  
EXHIBIT

**13**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 803128716 09/27/2018  
Document #: 839758460002  
Image Generated Electronically  
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**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**Windspeed Trading, LLC**

**Article 2 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

**OR**

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**Alexander M. Szeto**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**2711 N. Haskell Ave., Suite 2400 Dallas TX 75204**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

**OR**

☒ B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

☒ A. The limited liability company is to be managed by managers.

**OR**

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **William Szeto**

Title: **Manager**

Address: **3408 Provine Road McKinney TX, USA 75072**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

**A. Indemnification**

Windspeed Trading, LLC (the "Company") shall indemnify and hold harmless the members, managers, officers, agents and other persons acting on behalf of the Company at the request of any member, manager or officer to the fullest extent allowed by the Texas Business Organizations Code or any other applicable law.

**B. Interested Parties**

A contract or transaction between the Company and any other Person (as used herein, the term "Person" means an individual, firm, trust, estate, partnership, joint venture, association, corporation, political subdivision or instrumentality, or other entity) shall not be affected or invalidated by the fact that (i) any manager, officer, or member of the Company is also a party to, or has a direct or indirect interest in, such contract or transaction; or (ii) any manager, officer or member of the Company is in any way connected with the other party to such contract or transaction, or with any of its equity or debt holders, officers, managers or owners.

Every Person who may become a manager of the Company is hereby relieved from any liability that might otherwise exist from contracting with the Company for the benefit of himself, herself or itself, or of any Person in which he, she or it has any interest, whether or not the interested manager's presence at a meeting or his, her or its vote or written consent was necessary to obligate the Company in such transaction, if such interest shall have been disclosed to, or known to, the Company's managers or members who shall have approved such transaction.

**C. Limitation of Liability**

To the greatest extent permitted by the Texas Business Organizations Code, no manager or officer of the Company will be liable to the Company or the members for monetary damages for, based on or resulting from any act or omission by such manager or officer in such Person's respective capacity or capacities, except for one or more of the following: (i) a breach of duty of loyalty to the Company or the members; (ii) acts or omissions not in good faith that (A) constitutes a breach of duty of such manager or officer to the Company or (B) involves intentional misconduct or knowing violation of law; (iii) a transaction from which such manager or officer received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of such manager's or officer's duties; or (iv) an act or omission for which the liability of the managers and officers is expressly provided by Texas law.

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**Alexander M. Szeto      2711 N. Haskell Ave., Suite 2400, Dallas, Texas 75204**

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Alexander M. Szeto**

Signature of Organizer

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